company, and accordingly that the statute had not been violated. The question has been considerably discussed in other States, with some conflict of opinion, but the rule above stated seems to be correct. Courts taking the opposite view contend that the carrier is the agent of the seller, and that payment of the price is a condition precedent to the transfer of title. They receive apparent support from the many cases which have held that when a vendor takes a bill of lading from the carrier to his own order he retains title, though the goods are consigned to, and at the risk of, the buyer. This support, however, is apparent only, as in most of these cases the right of possession was the only point in dispute, and the remarks about title were uncalled for. Repetition has so established these *dicta* that they will now probably be followed as law; they appear, nevertheless, to be founded on mistake, and should govern only in cases where bills of lading are taken.

Title depends ultimately on the intention of the parties. Shipment at the buyer's risk throws on him all the burdens of ownership. If he pays the freight, the carrier must be considered his agent rather than the agent of the vendor. Accordingly, when these facts appear, title will be presumed to pass at the time of shipment by mutual assent. When additional facts appear, the inquiry should be how far they tend to support or rebut this inference. Now it seems plain that adding the words "cash on delivery" does not necessarily show more than a desire to control the possession, which desire is entirely consistent with an intention to pass title. And finally, when we consider that, in nine cases out of ten, the shipper will know the liquor laws in question, it seems unreasonable to say that he exposes himself to a criminal prosecution for the sake of retaining title when he can keep every advantage by a simple lien.

THE MAYOR OF BOSTON ENJOINED. — The injunction issued Jan. 25, 1898, by Judge Richardson, of the Superior Court of Massachusetts, against the mayor of the city of Boston and others, has the distinction of involving at once questions of importance from the three standpoints of politics, law, and equity. *Lynch & Woodward* v. *Josiah Quincy et al.*, Boston Advertiser, Jan. 26, 1898. The plaintiffs were under contract with the city to make repairs upon the Dover Street bath-houses. Failing to carry out a bare promise on their part to employ only union men, a promise which was distinct from the contract, and not enforecable at law, they were ordered, by the authority of the mayor, at the request of the labor unions, to stop work. Police were sent to enforce this order; whereupon the plaintiffs applied for an injunction. A temporary injunction was accordingly granted, by Judge Richardson, which restrained the mayor and the other defendants from further interference.

Commendable or ill-advised as the action of Mayor Quincy may have been, judged by the standards of ethics or politics, that inquiry is beyond the province of the law. Whether the act restrained, however, was a tort, and, if a tort, whether equity had jurisdiction to restrain it, are living questions. The first point the law must answer by saying that Mayor Quincy's act was a legal wrong. The court seems to have been right in holding that his interference was outside the scope of his authority, and not binding upon the city. His act, therefore, is to be looked upon as done in his personal capacity, with the intention of preventing the plaintiffs from completing their contract. Such a prevention is a tort. The

usual form of this wrong, it is true, shown by the cases which follow *Lumley* v. *Gye*, 2 E. & B. 216, is the prevention of a third person from carrying out the contract obligation to the plaintiff; but upon principle the injury to his plaintiff's contract is the same if he is himself prevented from carrying out his own obligation to the third person. The authority, also, of the United States Supreme Court sanctions the conclusion that the mayor's act was a tort for which he would be liable in damages. *Angle* v. *Chicago, St. P., M., & O. Ry. Co.*, 151 U. S. 1.

The further question whether equity properly had control over this case gains little light from the authorities. Equity jurisdiction in America has been somewhat abused in cases of strikes and interference with business, — cases which should not be followed blindly. The present case, however, differs from them. See *Thomas* v. *Cin., N. O., & T. P. R. R. Co.*, 62 Fed. Rep. 803. The right infringed when business, so called, is interfered with is generally the personal right to transact business freely, and in behalf of a personal right equity is slow to interfere. The right to the contract, on the other hand, which is here violated, is a right of property, incorporeal, to be sure, but yet clearly distinguishable from a more personal right. Equity will not look complacently upon its destruction, or refuse to give negative relief when circumstances show the inadequacy of the remedy at law. Serious difficulty in the present case would be found on assessing the damages at law; this fact alone is a ground on which equity may step in. A current of authority also allows more than ordinary latitude in granting injunctions against persons having public authority who abuse the powers delegated to them. A more fundamental reason, however, for equity jurisdiction may be suggested, — a reason nowhere clearly stated, but indistinctly pointed out as the path for the future development of equity. By preventing the plaintiff from completing his contract the mayor would virtually substitute a claim against himself for the claim which the plaintiffs would have against the city on completing the contract; it seems unjust that a doubtful claim against an individual should be held equivalent to the contract claim against the solvent city corporation. For this reason the remedy at law would be inadequate. The credit of the parties, perhaps, may be hard to compare; but equity should be justified in holding that no such tortfeasor can say that the claim against him which arises out of his tort is equivalent to the claim under the contract which he has destroyed.

Bequests to a Corporation. — The reasons of public policy which induce legislatures to restrict the amount of property which charitable corporations are authorized to hold are not very clear; and the slight importance which the law-makers attach to such restrictions is shown by the readiness with which they usually remove them as soon as a gift is made to such a corporation which would increase the property beyond the limit set. Where the courts, however, hold that such restrictions render a gift entirely void, so that the heirs or next of kin have the same rights as if it had never been made, the action of the legislature comes too late to aid the corporation. In the case of *Farrington* v. *Putnam*, 37 Atl. Rep. 652, the Supreme Court of Maine were very evidently animated by a desire to help a worthy charity out of the predicament which would follow from such a view of the nature of the restrictions on its authority to hold property. The indulgence of this desire, however, is most ably